

**PISMO LIGHTHOUSE SUITES
WISH YOU WERE HERE SWEEPSTAKES**

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. PURCHASE OF ANY PRODUCT OR SERVICE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED.

1. **Sponsor.** The PISMO LIGHTHOUSE SUITES WISH YOU WERE HERE SWEEPSTAKES (the “Sweepstakes”) is sponsored by CCC Portfolio Management, LLC, a Delaware limited liability company, located at 50 S. Steele St., Suite 200 Denver, Colorado 80209 (“Sponsor”). This Giveaway is in no way sponsored by, endorsed by, administered by, or associated with Instagram.

2. **Eligibility.** The Sweepstakes is only open to individuals (a) who are physically located in and permanent legal residents of the United States, and if entering via the Internet, logging onto the Internet from the United States; (b) who are at least twenty one (21) years old at the time of entry; and (c) who are not otherwise prohibited from participating in the Sweepstakes as provided in these Official Rules. Employees, officers, and directors of Sponsor and its affiliates, subsidiaries, suppliers, licensees, and advertising and promotional agencies, and their immediate family members and persons living in their same household are not eligible to participate in the Sweepstakes. VOID OUTSIDE THE UNITED STATES AND WHEREVER PROHIBITED OR RESTRICTED BY LAW, RULE, OR REGULATION.

By entering the Sweepstakes, you agree to release, discharge, and hold harmless Sponsor and its affiliates, subsidiaries, suppliers, licensees, and advertising and promotional agencies, and Instagram, and their respective officers, directors, employees, and agents, from any damages of any form that you might incur as a result of participation in the Sweepstakes or from acceptance, receipt, use, misuse, or possession of the prize. The prize is awarded on the condition that Sponsor and its affiliates, subsidiaries, suppliers, licensees, and advertising and promotional agencies, and Instagram, and their respective officers, directors, employees, and agents, will have no liability whatsoever for any injuries, losses, or damages of any kind resulting from participation in the Sweepstakes or from acceptance or possession of the prize by any entrant or the winner or any of their guests. BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES WHICH WILL BE FINAL AND BINDING IN ALL RESPECTS. ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY.

3. **Entry Period.** The Sweepstakes begins at 12:01 AM Mountain Time on August 2, 2024 and ending at 11:59 PM Mountain Time on August 16, 2024 (the “Entry Period”).

4. **How to Enter.** To enter the Sweepstakes by using your Instagram account and to be eligible for the prize, during the Entry Period,

- (a) Create or login to your Instagram account;
- (b) Follow Pismo Lighthouse Suites’ (the “Participating Resort”) Instagram account: @pismolighthouse
- (c) On Instagram, tag at least three (3) unique friends (with their Instagram @ handles) in the comment section on Participating Resort’s Instagram post announcing this Sweepstakes (the “Announcement Post”).

You may obtain no more than one (1) additional entry per day during the Entry Period into the Sweepstakes by continuing to follow Participating Resort’s Instagram account and tagging at least three (3) unique friends (with their Instagram @ handles) in the comment section on the Announcement Post.

Each friend tagged in the comment section on the Announcement Post must be unique (i.e., not repeated Instagram accounts) in order for that entry to qualify. After successful completion of the foregoing and assuming you meet the eligibility requirements, you will automatically be entered in a random drawing to win the prize offered in the Sweepstakes. If you participate via your wireless phone or mobile device, message and data rates may apply.

You may alternatively participate in the Sweepstakes by sending up to one (1) emailed entry per day during the Entry Period to marketing2@kslresorts.com, with the subject line "Pismo Lighthouse Suites Wish You Were Here Sweepstakes" and including the following information in the body of the email: (a) your first and last name; (b) complete mailing address; (c) telephone number; (d) email address; and (e) the date the email is sent in the following format: "[Month] [Date], 2024 – [Day]" (for example, "August 2, 2024 – Friday"). Failure to denote this or any other requirement (as described above) will result in disqualification. Entries not following format requirements will be void. Emailed entries must be received during the Entry Period.

Regardless of method of entry into this Sweepstakes, entries will not be acknowledged or returned, and no more than one entry per day during the Entry Period. If the Sponsor suspects that an entrant attempted to obtain additional entries by using multiple email addresses or Instagram accounts, identities or any other method, or entered this Sweepstakes through multiple methods of entry, that entrant may be disqualified, or any prize won may be forfeited at Sponsor's sole discretion. In the event of a dispute as to any entry, the authorized account holder of the email address or Instagram account used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address, or the authorized Instagram account holder. In the event a dispute regarding the entity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

Entries that do not comply with these Official Rules, or that otherwise contain incomplete, prohibited, inappropriate, offensive, infringing, or otherwise unlawful or unacceptable content as determined by Sponsor, in its sole discretion, will be disqualified, and will not receive an entry into the Sweepstakes (without notice to you). If you enter the Sweepstakes and are discovered to not be eligible to enter the Sweepstakes, you will be disqualified. SPONSOR RESERVES THE RIGHT TO USE INFORMATION PROVIDED IN YOUR ENTRY TO CONTACT YOU ABOUT THE PRODUCTS AND SERVICES OFFERED BY SPONSOR OR ITS AFFILIATES AND LICENSEES, AND YOU EXPRESSLY CONSENT TO SUCH USE.

5. **Prize; Odds of Winning.** One (1) potential winner will be selected at random from all eligible entries received during the Entry Period, provided any such potential winner must comply with these Official Rules as a condition to receiving the prize. The potential winner will be eligible to win a lodging package consisting of the following for the winner and up to two (2) additional guests (the "Lodging Package"): a two (2) night stay valid for a single King Oceanfront Suite for stay dates between August 16, 2024 and May 29, 2025 (subject to availability) at the Participating Resort (includes room rate, resort fee, parking, and taxes) Approximate retail value: \$1000

The Lodging Package must be booked through Sponsor. Blackout dates and other travel/accommodations/activity restrictions may apply. Additional restrictions, limitations, and exclusions may apply. The potential winner and all guests are responsible for all other costs and expenses incurred in connection with the redemption of the prize, including travel (including ground transportation and airfare), food, beverages, souvenirs, gratuities, airline luggage charges, incidentals, upgrades, insurance, service charges, and other taxes and fees not specifically included in the prize. Prize cannot be used in conjunction with any other offers, promotions, or prizes. Any unused portions of the prize are forfeited with no cash value or substitution provided. You may not transfer or assign your right to receive the prize. No prize substitutions are permitted, except by Sponsor which reserves the right to change or replace a prize with a prize of comparable or greater retail value at any time. Odds of winning depend upon the number of eligible entries received at the time of the drawing. No other prize will be given to entrants as a result of participation in the Sweepstakes.

Sponsor and its affiliates, subsidiaries, suppliers, licensees, and advertising and promotional agencies are not responsible for travel delays or cancellations. If any prize-related activity(s) is canceled or postponed for any reason, before or after bookings are made, Sponsor reserves the right, in its sole discretion, to award the balance of the prize or to award an alternate prize of equal or greater value in full satisfaction of prize award. Lost or stolen tickets, travel vouchers, or certificates or similar items, once they are in the winner's possession, will not be replaced. If, for any reason whatsoever, a winner and/or guest are unable to travel or participate in the Lodging Package, Sponsor shall have no further obligation to winner and/or guest and no alternate winner will be selected. The prize or any elements thereof may not be separated or redeemed for cash. The winner and guests are responsible for obtaining and possessing, at their cost, all required valid photo ID and travel documents prior to travel.

In the event a winner and/or guest engage in behavior that (as determined by Sponsor in its sole discretion) is obnoxious, threatening, illegal, or that annoys, abuses, threatens or harasses any other person, Sponsor reserves the right to terminate the Lodging Package early, in whole or in part, with no further compensation. Unused components of the prize have no redeemable cash value. All prize details are at Sponsor's sole discretion. Exact details of any activities, including, but not limited to, date, time, location and duration are at Sponsor's sole discretion. Itinerary and program elements are at the discretion of Sponsor and are subject to change. The winner and their guests agree to comply with all applicable airline, ground transportation, venue, and/or hotel rules and regulations in connection with the prize, and must agree to execute any agreements, waivers, and releases required by Sponsor in connection with redemption of the prize. Sponsor and its affiliates, subsidiaries, suppliers, licensees, and advertising and promotional agencies will not be responsible for weather conditions, Acts of God, pandemics or endemics, government-mandated restrictions, acts of terrorism, civil disturbances, work stoppage or any other natural or man-made disaster outside their control that may cause the cancellation or postponement of any elements of the Lodging Package. The winner acknowledges that an inherent risk of exposure to COVID-19 exists in any place where people gather. The winner assumes all risks, hazards, and dangers arising from or relating in any way to the risk of contracting COVID-19 or any other communicable disease or illness, or a bacteria, virus or other pathogen capable of causing a communicable disease or illness, whether occurring before, during, or after attending the Lodging Package however caused or contracted, and voluntarily waives all claims and potential claims against the Sponsor and its affiliates, subsidiaries, suppliers, licensees, and advertising and promotional agencies relating to such risks. It is the responsibility of the winner to comply with COVID-19 protocol as required by Lodging Package vendors.

6. **Notification of Winner.** On or about August 21, 2024, one (1) potential winner be selected in a random drawing from all eligible entries received during the Entry Period, regardless of method of entry, and the potential winner will be announced via an Instagram story posted on the Participating Resort's Instagram account and/or via Instagram message or email (the "Notification"). Each potential winner will be required to follow instructions on the Notification, and provide Sponsor with his/her first and last name, date of birth, complete address, city, state, and ZIP code, telephone number, and email address, and the potential winner and guests may be required to execute an Affidavit of Eligibility Release, Liability Release and Publicity Release (except where prohibited), to be returned within fourteen (14) days of request by Sponsor, or the prize will be forfeited and, at Sponsor's discretion, another potential winner will be selected at random from the eligible entries received during the Entry Period. If the selected winner cannot be contacted, is ineligible, fails to claim a prize, fails to return the completed and executed affidavits and releases within the specified timeframe as required, or if the Notification or prize is returned as undeliverable, the prize will be forfeited and another potential winner will be selected at random from the eligible entries received during the Entry Period. Sponsor reserves the right not to award the prize if Sponsor is unable to declare a potential winner the winner within a reasonable timeframe, which shall be subject to Sponsor's sole discretion. By accepting or using a prize, the winner agrees that Sponsor and its affiliates, subsidiaries, suppliers, licensees, and advertising and promotional agencies can use the winner's name, state of residence, voice, and likeness for advertising and promotional purposes without further compensation, unless otherwise prohibited by law. Should there be a dispute regarding who may have submitted an entry, that entry will be deemed to have been made by the authorized holder of the account at the time the entry was made. All decisions of Sponsor shall be binding and final. Sponsor is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the winner.

7. **Rights Definition.** As used in these Official Rules, the term "Rights" shall mean rights of copyright, patent rights, trademark and service mark rights, publicity rights, trade secret rights, character rights, trade dress rights, and all other proprietary rights of any kind whatsoever, together with any and all applications, registrations, renewal and extension rights, and rights to sue for any past, present, or future infringement or violation.

8. **Originality of Entries.** Each entrant must have all Rights in and to their entry as of the time of entry to the Sweepstakes. By submitting an entry, each entrant represents and warrants that: (a) the entry is their original work of authorship, creation, or invention; (b) they are the exclusive owner of the Rights related to the entry, or they have written permission from the owner of such Rights: (i) to submit such entry as part of the Sweepstakes; and (ii) to grant to Sponsor all rights necessary to use the entry, including but not limited to the rights necessary to use their Likeness as described in Section 10; (c) no other person or entity is entitled to any payment for the use of the entry; (d) they have obtained from anyone identified or depicted in the entry (or the parent or guardian of any child identified or depicted) all permission necessary to grant Sponsor the rights granted herein; and (e) they have obtained from the owner of the related Rights, all permission necessary for the inclusion and use in the Sweepstakes of any graphics, artwork, location or other items or elements that appear in the entry. An entry must not have been, and may not be, entered in any other sweepstakes or contest or previously

published. Modifying, enhancing, or altering a third party's preexisting work does not qualify as an entrant's original creation. Each entrant agrees to indemnify and hold harmless Sponsor and its third party service providers from and against all claims or damages arising out of the use of such entrant's entry. Sponsor reserves the right to void and/or disqualify any entry if the entry is found in Sponsor's sole discretion to be inconsistent with the above representations and warranties, plagiarized, copied or fraudulent, to infringe upon existing Rights of others, or to be incomplete, damaged, obscene, offensive, promoting a particular political agenda, promoting drugs, or firearms/weapons, or otherwise unsuitable for any reason as determined in Sponsor's sole discretion.

9. **Sponsor's Use of Entries.** By entering the Sweepstakes, each entrant hereby grants to Sponsor an irrevocable, perpetual, royalty-free, worldwide, unlimited, non-exclusive, sub-licensable unrestricted right and license to use, review, reproduce, modify, distribute, publicly display, publicly perform, commercialize, and create derivative works of the entry, in whole or in part, in all media now existing or later developed without expectation of compensation or acknowledgement (other than a prize, if any, that is awarded as set forth in these Official Rules). Sponsor shall have no obligation to any entrant to make attribution with respect to an entry, retain any of the foregoing, or maintain any information or ideas contained therein, as confidential or proprietary.

10. **Right to Use Name, Likeness, and Other Identifying Information.** By entering the Sweepstakes, each entrant hereby irrevocably consents to the unlimited reproduction, distribution, display, performance, and other use by Sponsor and its successors and assigns of their name; image; likeness; voice; entry; photo and video; biographical information; statements and quotes; stories and anecdotes provided; and all of their other personal or commercial attributes or identifying feature (each, a "Likeness"), for any purposes directly or indirectly related to this Sweepstakes, and in any format or medium now existing or later developed. Each entrant hereby waives any and all rights of publicity and rights of privacy associated with Sponsor's use of a Likeness. Sponsor may, in its sole discretion, and without providing notice to or receiving consent from an entrant, modify, change, adapt, or otherwise alter a Likeness. Entrants shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of a Likeness. The rights granted under this Section 10 are without compensation or notification to the entrant of any kind, except as required by law, and shall extend to all entries, all other materials submitted by the entrant, and all other materials developed in connection with the Sweepstakes, regardless of whether they are developed by the entrant or another person or entity.

11. **Internet/General Provisions.** Sponsor is not responsible for entries (including, without limitation, data transmissions) that are late, lost, tampered with, illegible, unintelligible, incomplete, garbled, delayed, mutilated, forged, destroyed, stolen, misdirected, undeliverable, or mailed postage due or otherwise not in compliance with these Official Rules, and such entries will be disqualified. Sponsor is not responsible for lost, interrupted, or unavailable network server or other connections, miscommunications, failed telephone, or computer or telephone transmissions or technical failure, jumbled, scrambled, or misdirected transmissions, data input errors, typographical errors on its website or in these Official Rules, or any other error of any kind whether human, mechanical, or electronic, including, without limitation, the incorrect or inaccurate capture of entry information regardless of the cause. Persons found tampering with or abusing any aspect of the Sweepstakes, as solely determined by the judges, will be disqualified and entry material/data that has been tampered with or altered is void. Any use of robotic, automatic, programmed, or like entry methods or the use of multiple accounts to make entries will void all entries affected by such methods and be deemed tampering. You are prohibited from assisting or encouraging anyone to make more than one entry. If disqualified for any of the above abuses, Sponsor reserves the right to terminate such person's eligibility to participate in the Sweepstakes. Sponsor may modify, suspend, or terminate the Sweepstakes at any time, and for any reason that it may determine in its sole discretion. Sponsor reserves the right in its sole discretion to cancel the Sweepstakes and select the winner for the prize from all eligible entries received prior to the cancellation. Sponsor is not responsible for any problem with a Sweepstakes entry generated by computer hardware or software malfunction, error, or failure. ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right to amend these Official Rules at any time during the Sweepstakes.

12. **Disputes/Choice of Law.** The laws of the State of Colorado shall govern the Sweepstakes. Except where prohibited, you agree that this Sweepstakes shall be governed by the laws of the State of Colorado and:

(a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any

prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in the City and County of Denver, Colorado; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees (except as otherwise provided in these Official Rules); (c) no punitive, incidental, special, consequential, or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"); and (d) you hereby waive all rights to claim Special Damages and all rights to have such damages multiplied or increased. Under no circumstances shall Sponsor's aggregate liability to you or any entrant of the Sweepstakes exceed One Dollar (\$1.00).

13. **Privacy.** Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and the current Privacy Policy of the Participating Resort. By entering this Sweepstakes, you are providing information to Sponsor and its affiliates, subsidiaries, suppliers, licensees, and advertising and promotional agencies, and Instagram, as applicable, and Sponsor is not responsible for any of its suppliers' or advertising and promotional agencies', or Instagram's, use of information submitted in connection with this Sweepstakes.

14. **Winner List/Copy of Official Rules.** To receive the name of the prize winner or a duplicate copy of these Official Rules, send the request and a separate, self-addressed, stamped (#10) envelope by December 31, 2024 to:

Pismo Lighthouse Suites Wish You Were Here Sweepstakes
CCC Portfolio Management, LLC
Attn: Lindsey Roberts
50 S. Steele St., Suite 200
Denver, Colorado 80209